

ROUTE SLIP FOR CONTRACTS, AGREEMENTS, AND MOU'S

FOR PURCHASING USE ONLY

ORIGINAL

Tracking #

Contract #

Actual BOC Date:

FOR USE BY THE USER DEPARTMENT

Department: Rec & Maintenance/Building Maint. Contact Name & Extension: Sue Sanders ext. 7223

Project Title and Brief Summary: General Janitorial Services at Health Department

Term of Contract and/or Project: One year with option to renew for (2) additional 12 month terms starting on date of execution

Vendor Name: A-Action Janitorial Service, Inc. Contact: Barbara Storey

Address/Phone #: 6607 Tribble Street, Lithonia, GA 30058 678-526-7421

Contract \$ \$22,464 Funding Source and Account #: 100-1566-522200-41

Priority: NEXTBOCMTG/30/60/90 (Circle One) Comments/Justify NEXTBOCMTG: _____

Director/Elected Official Signature: Sue Sanders Date: 9/27/16

FOR USE BY PURCHASING AND CONTRACTING DIVISION OF FINANCE

Date and Time Received: 9/27/16 Date and Time Out: 9/27/16

☐ ITB ☐ RFP ☒ Agreement/Contract ☐ Change Order No ☐ GSA/SWC

☐ Approved Sole Source ☐ Other (specify): _____

Projected BOC Meeting Date: _____

Comments/Notes: RFP# 16-13

Procurement Officer Signature: Joan Malone

FOR USE BY THE DIRECTOR OF FINANCE

Date and Time Received: 9-27-16 Date and Time Out: 9-28-16

Funding Source: GF Budget Amount: \$ 22,464

Finance Director Signature: R. Miller

FOR USE BY THE COUNTY ATTORNEY

Date and Time Received: 9/27/16

☐ Returned to Purchasing with comments Date and Time Out: _____

Comments: _____

☐ Received from reroute (if applicable): _____ Date and Time In: _____

☒ Approved as to form and Returned to Purchasing Date and Time Out: 10/3/16

County Attorney Signature: _____

FOR USE BY THE CHIEF OF STAFF

Date and Time Received: 10/19/16; 3:40 pm Date and Time Out: _____

☒ Approved for Agenda Placement and Forwarded to County Clerk Agenda Date: _____

Comments/Notes: _____

Chief of Staff Signature: Derald Sanders

2016-347



Rockdale County Board of Commissioners

Priority:
RUSH/30/60/90

Agenda Item Summary: Item #

MEETING DATE:

Requesting Department
Recreation and Maintenance / Building Maintenance

Requested Action (Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)
Approve contract for General Janitorial Services at Health Department

Requirement for Board Action (Cite specific Board policy, statute or code requirement)

Is this Item Goal Related? (If yes, describe how this action meets the specific Board of Commissioners Focus Area or Goal)

☒ **Yes** ☐ **No** **Customer Service**

Summary & Background (First sentence includes Department recommendation. Provide an executive summary of the action that gives an overview of the relevant details for the item.)

This contract is for cleaning of the Rockdale County Public Health Department. This service was put out to bid and an evaluation committee analyzed the bids as well as interviewed bidders.

Fiscal Impact / Funding Source (Include projected cost, approved budget amount and account number, source of funds, and any future funding requirements.)

\$1,872/month or \$22,464/year – 100-1566-522200-41

Exhibits Attached (Provide copies of originals, number exhibits consecutively, and label all exhibits in the upper right corner.)

Source of Additional Information (Type Name, Title, Department and Phone)

Sue Sanders, Director, Recreation & Maintenance, ext. 7223

Department Head/Director's Approval

Typed Name and Title
Sue Sanders, Director Recreation and Maintenance

Phone
770-278-7223

Signature

Date
9/27/14

**Chief of Staff
Approval**

GENERAL JANITORIAL SERVICES AGREEMENT

THIS AGREEMENT (the "Agreement") entered into on this _____ day of _____, 2016, between A-Action Janitorial Service, Inc. , a Georgia Corporation whose address is 6607 Tribble Street, Lithonia, GA 30058 (hereinafter "Contractor") and Rockdale County, Georgia, a political subdivision of the State of Georgia, 962 Milstead Avenue, Conyers, Georgia 30012 (hereinafter "County"); and

WHEREAS, the County desires to engage the services of Contractor to perform general janitorial services to the Rockdale County Public Health Department; and

WHEREAS, Contractor is qualified to perform this service and desires to render general janitorial services to the County as provided herein.

NOW THEREFORE, the County engages the services of Contractor for and in consideration of the mutual promises contained in this Agreement and the parties agree as follows:

1. SCOPE OF SERVICES. Contractor shall furnish all products, tools, equipment, skill and labor of every description necessary to carry out and to complete in a good firm, substantial workmanlike manner for general janitorial services for the Rockdale County Public Health Department, located at 985 Taylor Street, Conyers, Rockdale County, Georgia, five (5) times per week, after 7:00 p.m., (hereinafter "Work"), and in accordance with the County's Request for Proposal#16-13, and amendments, incorporated herein by reference, (hereinafter "Work"), and as described in Contractor's proposal dated April 28, 2016, attached hereto and made a part hereof, and hereinafter referred to as the "Services". Contractor shall provide, at their expense, all vehicles, supplies, and equipment necessary to provide these Services. These Services shall be performed at the direction of the Director of the Rockdale County Public Health Department or their designee and consistent with all federal, state, and local laws.

The Contract Documents, Requests for Proposal and Proposals are considered essential parts of the Contract, and requirements occurring in one are as binding as though occurring in all. They are intended to define, describe and provide for all labor necessary to complete the Work in an acceptable manner by the County.

Rockdale County requests that the vendor provide a minimum of two (2) personnel be present during the janitorial service.

Rockdale County reserves the right to request that regular cleaning products be used instead of the "Green Cleaning" products.

2. **PAYMENT.** The County shall pay to Contractor the monthly fee of One thousand Eight hundred Seventy Two and 00/100 (\$1,872.00) Dollars for the Work provided under this Agreement, as set forth in Contractor's Proposal, (hereinafter "Bid").

Consultant shall submit monthly invoices to County in a format acceptable by the County. The amount billed in each invoice shall be calculated as set forth in the Bid. The County shall endeavor to make payment to Consultant within thirty (30) days from receipt of invoice.

3. **PERFORMANCE OF SERVICES.** The manner in which the services are to be performed, and the specific hours to be worked by Contractor shall be determined by Contractor. The County will rely on Contractor to work as many hours as may be necessary to fulfill Contractor's obligations under this Agreement for the fee provided in Section 2 of this Agreement.

4. **DEFAULT AND TERMINATION.** Failure to substantially perform the Services or fulfill obligations set forth hereunder shall constitute material default. Where either party believes there is a material default by the other party, the party claiming such default shall give written notice of the default to the other party within 15 days. The defaulting party shall have a reasonable time in which to correct or cure the default, provided, however, that such default shall be cured within 15 days unless otherwise agreed upon by the parties.

Should either party materially default in the performance of any provision of this Agreement and fail to cure such default as provided herein, the other party shall be permitted to terminate this Agreement with 15 days written notice to the other party hereto. Termination of this Agreement shall not constitute waiver of any other remedy either party may have hereunder.

5. **TERM/TERMINATION.** The initial term of this Agreement shall be for a twelve (12) month time period beginning from the date of execution by all parties. The parties may agree to renew this Agreement for a two (2) additional twelve month periods renewable each year under the same terms and conditions as the original Proposal, unless and until terminated as provided below.

Either party, upon giving thirty (30) days written notice, may terminate this Agreement at any time without cause. Termination of this Agreement by either party shall not impair or affect whatever rights, including payment for services performed prior to termination either party may have under this Agreement.

Upon such termination, Contractor shall be entitled to collect only the outstanding fees incurred based upon the work completed as the day of termination. In the event of termination, Contractor shall submit a final billing through the date of termination and if accepted by the County, payment shall be made within twenty (2) days of receipt thereof.

6. **RELATIONSHIP OF PARTIES.** It is understood by the parties that Contractor is an independent contractor with respect to the County and not an employee of the County.

7. **INDEMNIFICATION.** Contractor agrees to hold harmless and indemnify County, its Directors, Officers, and employees from and against any and all liability, claims, actions, causes

of action, losses, damages, demands, suits, judgments, costs and expenses arising out of bodily injury (including death) to persons or damage to property, including, but not limited to, any and all costs, expenses, legal fees and liabilities, incurred in and about investigation and defense thereof, to the extent caused by a negligent act, error or omission of Contractor, or as a result of defective services under this Agreement.

8. **ASSIGNMENT.** The Contractor's obligations under this Agreement may not be assigned or transferred to any other person, firm, or corporation without the prior written consent of the County.

9. **NOTICES.** All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

IF for the County:

Rockdale County Board of Commissioners
Attn: Tina Malone, Procurement Officer
P.O. Box 289
Conyers, Georgia 30012
770-278-7552, tina.malone@rockdalecountyga.gov

IF for Contractor:

A-Action Janitorial Service, Inc.
Attn: Barbara Storey
6607 Tribble Street
Lithonia, GA 30058
678-526-7421, Barbara@aactioninc.com

10. **ENTIRE AGREEMENT.** This Agreement, its attachments and essential documents (as provided in ¶ 1 above) represent the entire understanding of the parties with regard to the subject matter of this Agreement. There are no oral agreements, understandings, or representations made by any party to this Agreement that are outside of this Agreement and are not expressly stated in it. No supplement, modification, or amendment of this Agreement will be binding unless executed in writing by all parties.

By signing this Agreement, the parties acknowledge that they have read each and every page of this Agreement before signing same and that they understand and assent to all the terms thereof. In addition, by signing this Agreement, the parties acknowledge that they are entering into this Agreement freely and voluntarily and under no compulsion or duress.

11. **CORPORATE AUTHORITY.** Contractor represents to the County that this Agreement, the transaction contemplated in this Agreement, and the execution and delivery hereof, have been duly authorized by all necessary corporate proceedings and actions, including, without limitation, the action on the part of the directors. The individual executing this Agreement on

behalf of Contractor warrants that he or she is authorized to do so and that this Agreement constitutes the legally binding obligation of the corporation.

12. AMENDMENT. This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

13. SEVERABILITY. If any provisions of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provisions of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

14. WAIVER OR CONTRACTUAL RIGHT. The failure of either party to enforce any provisions of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

15. FURTHER ASSURANCES. The Contractor agrees to execute, acknowledge, seal and deliver, after the date of this Agreement, without additional consideration, such further assurances, instruments and documents, and to take such further actions, as the County may reasonably request in order to fulfill the intent of this Agreement and the transactions contemplated by this Agreement.

16. INTERPRETATION. Should any provision of this Agreement require a judicial interpretation, the parties agree that the body interpreting or construing this Agreement will not apply the assumption that the terms of this Agreement will be more strictly construed against one party by reason of the rule of legal construction that an instrument is to be construed more strictly against the party which itself or through its agents prepared the Agreement. The parties acknowledge and agree that they and their agents have each participated equally in the negotiation and preparation of this Agreement.

17. VENUE & JURISDICTION. The County and the Contractor, by entering into this Agreement, hereby agree that the courts of Rockdale County, Georgia shall have jurisdiction to hear and determine any claims or disputes between them pertaining directly or indirectly to this Agreement. Contractor expressly submits and consents in advance to such jurisdiction in any action or proceeding commenced in said courts. The choice of forum set forth in this section shall not be deemed to preclude the bringing of any action by the County or the enforcement by the County of any judgment obtained in such forum in any other appropriate jurisdiction. Further, the Contractor hereby waives the right to assert the defense of forum non-conveniens and the right to challenge the venue of any court proceeding.

18. APPLICABLE LAW. This Agreement shall be construed and interpreted according to the provisions of the laws of the State of Georgia.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the date and year first above written.

A-Action Janitorial Service, Inc.

By: 

Witness:

By: 

Rockdale County, Georgia
Board of Commissioners

By: _____
Richard A. Oden, Chairman

Attest:

By: _____
Jennifer Rutledge, County Clerk

Approved as to form:

By: _____
M. Qader A. Baig, County Attorney